

2014 WL 6389617 (Minn. Dist. Ct.) (Trial Pleading)
District Court of Minnesota.
Fourth Judicial District
Hennepin County

Bryant LANGDON, Chanika Lyle, James Simmons, Randolph Williams, Plaintiffs,

v.

MINISTRY OF CRIMINAL JUSTICE SUPPORTIVE HOUSING SERVICES LLC, Kolleen Kaye Boyd (a/k/a Kolleen Bruce), Sidney Lasalle Bruce, Jr., J & M Homes LLC, James W. Tindall, Jr., My Truong, Tam Ngo, Sy Chit Sou (d/b/a Sou Enterprises LLC), Vien Sou (d/b/a Sou Enterprises LLC), Nam Nguyen (d/b/a Sou Enterprises LLC), Defendants.

No. 27-CV-14-18830.
November 13, 2014.

Complaint

Lindsey K. Hanson (#0391194), [Lael E. Robertson](#) (#0348211), Drew P. Schaffer (#0339362), [Dorinda L. Wider](#) (#162334), Mid-Minnesota Legal Aid, 430 First Avenue North, Suite 300, Minneapolis, MN 55401, Phone: (612) 746-3801, Email: lkhanon@mylegalaid.org, for plaintiffs

INTRODUCTION

1. Plaintiffs are disabled vulnerable adults with histories of homelessness who unknowingly rented rooms in illegal lodging establishments operated by the Ministry of Criminal Justice Supportive Housing Services LLC (“MCJ Services”) in North Minneapolis. Defendants are landlords who own, manage, operate, or control these illegal lodging establishments. Defendants targeted persons with disabilities for rentals through MCJ Services which was held out as a “supportive housing” or “housing with services” provider with the mission of helping the homeless and disabled. Defendants deceived Plaintiffs into using their limited incomes to rent through MCJ Services and provided Plaintiffs with over-occupied, unstable housing that lacked required licensures. As a result of Defendants' actions, many of the Plaintiffs were moved from house to house, some faced orders to vacate from the City of Minneapolis, and some returned to homelessness. Plaintiffs bring this Complaint as a result of Defendants' illegal and discriminatory actions against vulnerable adults and disabled persons. Plaintiffs seek to end Defendants' discriminatory targeting of disabled persons, to stop Defendants' **financial exploitation** of vulnerable adults, and to recover damages provided by statute for Defendants' violations of the law.

APPLICABLE LAW

Financial exploitation of a vulnerable adult

2. Vulnerable adults are individuals over the age of 18 who meet either the categorical or functional definition of “vulnerable adult.” [MINN. STAT. § 626.5572](#), Subd.-21.

3. To meet the categorical definition of “vulnerable adult,” an individual must receive certain care or services, including services “from a person or organization that exclusively offers, provides, or arranges for personal care assistance services under the medical assistance program as authorized” under applicable laws listed in the Vulnerable Adult Act (“VAA”). [MINN. STAT. § 626.5572](#), Subd. 21 (3).

4. To meet the functional definition of “vulnerable adult” an individual must “possess a physical or mental infirmity or other physical, mental, or emotional dysfunction: (i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and (li) because of the dysfunction or infirmity and the need for care or services, the individual has an impaired ability to protect the individual's self from maltreatment.” MINN. STAT. § 626.5572, Subd. 21 (4).

5. “**Financial Exploitation**” includes, in the absence of legal authority, willfully using, withholding, or disposing of funds or property of a vulnerable adult MINN STAT § 626 5572, Subd 9(b)(1)

6. “**Financial Exploitation**” also includes, in the absence of legal authority, acquiring possession or control of funds or property of a vulnerable adult through the use of undue influence, deception, or fraud MINN STAT § 626 5572, Subd 9(b)(3)

7. Where a vulnerable adult has been **financially exploited**, the VAA provides for recovery of three times compensatory damages, or \$ 10,000, whichever is greater, along with reasonable attorneys' fees and costs MINN STAT § 626 557, Subd 20

Discriminatory targeting of disabled persons in violation of the Fair Housing Act

8. Title VIII of the Civil Rights Act (“Fair Housing Act” or “FHA”) prohibits discrimination in the rental of housing because of a renter's handicap (the terms “disability” or “disabled” will be used interchangeably with the terms “handicap” or “handicapped” in this Complaint)

9. The Fair Housing Act, at [42 U S C § 3604 \(f\)\(1\)](#) and [\(f\)\(2\)](#), provides that it is unlawful

To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of--

A) that buyer or renter

To discriminate against any person in the terms, conditions, or privileges of sale on rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of--

A) that buyer or renter

10. The FHA defines “handicap” as

(1) A physical or mental impairment which substantially limits one or more of such person's major life activities,

(2) a record of having such an impairment, or

(3) being regarded as having such an impairment

[42 USC § 3602\(h\)](#)

11. Just as the FHA protects tenants where landlords have illegally sought to keep protected class renters out of properties, the FHA protects tenants where landlords engage in targeting protected classes for rentals with grossly unfavorable, unfair, or predatory terms and conditions

12. A violation of the FHA by discriminatory targeting is established where (a) plaintiffs are members of a protected class, (b) the terms and conditions of the rental were grossly unfavorable, unfair, or predatory, and (c) defendants intentionally targeted plaintiffs on the basis of their protected class status

Minnesota landlord-tenant law

13. Minnesota landlord-tenant law is located in MINN STAT CH 504B In Chapter 504B the term “landlord” encompasses “an owner of real property lessee, agent, or other person directly or indirectly in control of rental property “ MINN STAT § 504B 001, Subd 7

14. In Chapter 504B the term “‘Residential tenant’ means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, [and] all other regular occupants of that dwelling unit “ MINN STAT § 504B 001, Subd 12

The covenants of habitability

15. MINN STAT § 504B 161 adds covenants of habitability to every lease in Minnesota A landlord in every lease covenants that the premises are “fit for the use intended,” “to keep the premises in reasonable repair,” and, “to maintain the premises in compliance with the applicable health and safety laws of the state, and of local units of government where the premises are located “

16. Parties to a lease may not waive or modify these covenants MINN STAT §504B161, Subd 1(b)

17. The covenant for payment of rent and covenants of habitability are mutually dependent, a tenant is entitled to recover past rental payments as damages for a landlord's breach of the covenants of habitability

Applicable health and safety laws of the State of Minnesota and City of Minneapolis

18. Health laws of the State of Minnesota require lodging establishments, and lodging establishments that provide supportive services, to register with the Minnesota Department of Health MINN STAT § 157 17, Subd 2

a. A “lodging establishment” is “a building, structure, enclosure, or any part thereof used as, maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished to the public as regular roomers, for periods of one week or more, and having five or more beds to let to the public “MINN STAT § 157 15, Subd 8

b. “Supportive services” is “the provision of supervision and minimal assistance with independent living skills such as social and recreational opportunities, assistance with transportation, arranging for meetings and appointments, and arranging for medical and social services Supportive services also include providing reminders to residents to take medications that are self-administered or providing storage for medications if requested “ MINN STAT § 157 17, Subd 1(a)

c. Operation of a boarding and lodging establishment with supportive services, or lodging establishment with supportive services, without registering with the Minnesota Department of Health or Minnesota Department of Human Services under Chapter 245A, is a gross misdemeanor MINN STAT § 157 17, Subd 8

19. City of Minneapolis Ordinances prohibit operation of a lodging establishment without a lodging license, unless the lodging establishment holds a health care license through the Minnesota Department of Health Mun Code Minneapolis (Minn) § 244 1045 (current through October 2014)

a. Minneapolis Ordinances define “lodging establishment” as “Every building or structure, or any part thereof, kept, used as, maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished regularly to roomers, for periods of one (1) week or more, and having five (5) or more sleeping rooms or five (5) or more beds to let “ *Id* at § 244 40

b. A “lodging establishment with boarding” is “A lodging establishment where in meals are prepared and/or served to tenants “ *Id*

c. The purpose of these ordinances “is to protect the public health, safety and welfare “ *Id* at §§ 244 10, 244 20

20. City of Minneapolis Ordinances define “Rooming house” as “Any dwelling, or that part of any dwelling, containing one (1) or more rooming units, in which space is let by the owner or operator to five (5) or more roomers, with or without meals “ *Id* at § 244 40 Minneapolis Ordinances require that rooming houses with six or more rooming units, or six or more roomers, have dead bolt locks on the entrance doors to each rooming unit. *Id.* at §244.1660.

21. City of Minneapolis zoning ordinances limit the maximum occupancy for a dwelling unit in zoning districts R1A and R2B to one family, plus up to two unrelated persons living together as a permanent household, provided that the family plus unrelated persons does not exceed a total of five people. *Id.* at § 546.50.

22. City of Minneapolis zoning ordinances limit the maximum occupancy for a dwelling unit in zoning district C1 to one family plus four unrelated persons living together as a permanent household, provided that the family plus unrelated persons does not exceed a total of five people. *Id.* §5.48.50.

23. A purpose of Minneapolis zoning ordinances is to “promote and protect the public health.” *Id.* at § 520.30 (2).

Bad faith retention of security deposit

24. [MINN. STAT. § 504B.178](#) requires that, within three weeks of a tenant vacating the property and providing delivery instructions, a landlord must return the tenant's deposit with interest, or provide a written statement explaining why the deposit, or part of the deposit, is being withheld.

25. If a landlord fails to provide this written statement within three weeks of a tenant vacating the property and providing delivery instructions, the landlord is liable to the tenant for statutory damages in the amount of the deposit wrongfully withheld. [MINN. STAT. § 504B.178, Subd. 4.](#)

26. If the landlord withholds the security deposit, or part of the deposit, in bad faith, the landlord is also liable for statutory punitive damages not to exceed \$500 MINN STAT § 504B 178, Subd 7

27. The burden of proving “the reason for withholding all or any portion of the deposit” is on the landlord MINN STAT § 504B 178, Subd 3(c)

Unlawful removal or exclusion (lockout)

28. MINN STAT § 504B 225 prohibits “A landlord, agent, or other person acting under the landlord's direction or control” from unlawfully and in bad faith removing, excluding, or forcibly keeping out a tenant from lands or tenements

29. MINN STAT § 504B 231 provides that “If a landlord, an agent, or other person acting under the landlord's direction or control unlawfully and in bad faith removes, excludes, or forcibly keeps out a tenant from residential premises, the tenant may recover from the landlord treble damages or \$500, whichever is greater, and reasonable attorney's fees “

FACTS

Defendants

The Ministry of Criminal Justice Supportive Housing Services LLC, Defendant Boyd, and Defendant Bruce

30. Defendant Ministry of Criminal Justice Supportive Housing Services LLC (“MCJ Services”) is a domestic business corporation registered with the Minnesota Secretary of State with a mailing address of 612 Newton Avenue North in the City of Minneapolis, State of Minnesota, 55411

31. Ministry of Criminal Justice Supportive Housing Services LLC has also conducted business under the following unregistered assumed names MCJ Supportive Housing Service, MCJ Housing Services, MCJ Services, Ministry of Criminal Justice Housing and Supportive Services, MCJ Trinity Housing Services, Ministry of Criminal Justice, Trinity House & Supportive Services, Trinity, and Trinity House

32. Kolleen Kaye Boyd (a/k/a Kolleen Bruce) (“Defendant Boyd”) is the registered agent for Ministry of Criminal Justice Supportive Housing Services LLC

33. Defendant Boyd, using the name Kolleen Bruce, registered with the Minnesota Secretary of State, the assumed name “Ministry of Criminal Justice Housing Services” as a name under which she conducts business, and provided a mailing address of 1021 Morgan Avenue North in the City of Minneapolis, State of Minnesota, 55411

34. MCJ Services also operated, and continues to operate, out of 2652 Fremont Avenue North, in the City of Minneapolis, State of Minnesota, 55411,

35. Sidney Lasalle Brace, Jr (“Defendant Bruce”) is a member, employee, or agent of MCJ Services

36. Defendant Bruce's daughters, Niomie Bruce and Janet Brace registered the name “Trinity Housing Plus Supportive Service LLC” with the Minnesota Secretary of State

37. On information and belief, Defendants Boyd, Bruce, and MCJ Services rented to tenants at the following eight locations at various times in 2013 and/or 2014

a. 1021 Morgan Avenue North, in the City of Minneapolis, State of Minnesota, 55411 (“1021 Morgan”),

b. 3611 Penn Avenue North, in the City of Minneapolis, State of Minnesota, 55412 (“3611 Penn”),

c. 612 Newton Avenue North, in the City of Minneapolis, State of Minnesota, 55411 (“612 Newton”),

d. 306 23rd Avenue North, in the City of Minneapolis, State of Minnesota, 55411 (“306 23rd Ave “),

e. 2407 4th Street North, in the City of Minneapolis, State of Minnesota, 55411 (“2407 4th Street”),

f. 2652 Fremont Avenue North, in the City of Minneapolis, State of Minnesota, 55411 (“2652 Fremont”),

g. 3422 Fremont Avenue North, in the City of Minneapolis, State of Minnesota, 55412 (“3422 Fremont”),

h. 423 23rd Avenue North, in the City of Minneapolis, State of Minnesota, 55411 (“423 23rd Ave”).

38. Defendants Boyd, Bruce, and MCJ Services do not own any of these properties

J & M Homes LLC

39. Defendant J & M Homes LLC is a domestic business corporation registered with the Minnesota Secretary of State with a mailing address of 2400 Blaisdell Avenue South in the City of Minneapolis, State of Minnesota, 55404 ("2400 Blaisdell").

40. J & M Homes LLC is the owner of property at 3611 Penn at which MCI Services rented rooms to tenants

41. J & M Homes LLC is the owner of property at 612 Newton at which MCJ Services rented rooms to tenants

42. On information and belief, My Truong ("Defendant Truong") is a contributing member of J & M Homes LLC with authority to enter into contracts for J & M Homes LLC

43. On information and belief, James W Tindall, Jr ("Defendant Tindall") is a contributing member of J & M Homes LLC and president and general manager of J & M Homes LLC

44. Defendant Tindall is J & M Homes LLC's designated manager on record with the Minnesota Secretary of State

45. Tam Ngo ("Defendant Ngo") is an agent of J & M Homes LLC

46. Defendant Ngo is the rental license holder for 3611 Penn

47. Defendant Ngo is the rental license holder for 612 Newton

48. Defendant Tindall is the manager listed with the Minnesota Secretary of State for at least 19 limited liability corporations engaged in property rental with registered office addresses at 2400 Blaisdell

49. On information and belief, many of the limited liability corporations managed by Defendant Tmdall that use the address 2400 Blaisdell share employees

50. On information and belief, many of the limited liability corporations managed by Defendant Tmdall that use the address of 2400 Blaisdell share an accountant

51. Some of the limited liability corporations at 2400 Blaisdell which Defendant Tindall manages share a website used to advertise rentals to the public

52. On information and belief, some of the individuals who office out of 2400 Blaisdell post rental ads for multiple limited liability corporations managed by Defendant Tindall

53. Some of the individuals who office out of 2400 Blaisdell appear in Hennepin County Housing Court actions as agents for multiple limited liability corporations managed by Defendant Tindall

Individuals doing business as Sou Enterprises LLC ("Sou Enterprises")

54. On information and belief, Sy Chit Sou and Vien Sou are the owners of property located at 306 23rd Ave. which operated as a MCJ Services house.

55. Prior to its operation as a MCJ Services house, Sy Chit Sou and Vien Sou quitclaimed the property located at 306 23rd Ave. to “Sou Enterprises LLC.”
56. The Minnesota Secretary of State has no active or inactive record of Sou Enterprises LLC
57. However, Sy Chit Sou is the manager of a registered entity named “Sou Enterprises Minnesota LLC” with a mailing address of 7585 Jackson Street Northeast in the City of Fridley, State of Minnesota, 55432.
58. In 2009 Wachovia Bank, N.A. executed a deed purporting to convey interest in the property located at 2652 Fremont to “Sou Enterprises LLC.”
59. 2652 Fremont operated, and continues to operate, as a MCJ Services house and as a business mailing address for MCJ Services.
60. Nam Nguyen (“Defendant Nguyen”) is the rental license holder for 306 23rd Ave.
61. Defendant Nguyen is the rental license holder for 2652. Fremont.
62. Sy Chit Sou and Vien Sou are individuals, doing business under the name “Sou Enterprises LLC.”
63. Defendant Nguyen is an individual doing business as Sou Enterprises LLC, or an agent of individuals doing business as Sou Enterprises LLC (individuals doing business as “Sou Enterprises LLC,” will hereafter be referred to as “Sou Enterprises”).

The connection between J & M Homes LLC and Sou Enterprises

J & M Homes LLC and Sou Enterprises share an office and agents/employees

64. Defendant Nguyen uses business addresses at both 2400 Blaisdell and 2727 Nicollet Avenue South, in the City of Minneapolis, State of Minnesota, 55408.
65. Defendant Nguyen is an agent of Defendant Truong and represents Defendant Truong's business, Truong Enterprises, Inc., in Hennepin County Housing Court.
66. On information and belief, Defendant Nguyen and Defendant Ngo both office at 2400 Blaisdell.
67. J & M Homes LLC and Sou Enterprises share a mailing address at 2400 Blaisdell.

Defendant Nguyen of Sou Enterprises and Defendant Ngo of J & M Homes LLC are both employees/agents of J & M Homes II LLC

68. In addition to J & M Homes LLC, Defendant Tindall is also the manager of a corporation called J & M Homes II LLC.
69. On information and belief, Defendant Truong is a member of J & M Homes II LLC.
70. J & M Homes II LLC also has a registered office address with the Minnesota Secretary of State at 2400 Blaisdell.
71. Defendant Truong applied for a rental license for a property owned by J & M Homes II LLC in Brooklyn Center.

72. Due to past problems at the Brooklyn Center property, J & M Homes 11 was required to submit a rental license mitigation plan to the City of Brooklyn Center. As part of the mitigation plan J & M Homes II submitted a “Plan of Action” in September of 2013.

73. In the Plan of Action submitted to the City of Brooklyn Center, Defendants Nguyen and Ngo were both listed as part of the “management team” for the property owned by J & M Homes II LLC in Brooklyn Center, Minnesota (See Appendix 1 for a visual representation of the relationship between J & M Homes LLC and Sou Enterprises)

Sou Enterprises receives funds from the State of Minnesota for a MCJ Services tenant living in a J & M Homes LLC property

74. Sou Enterprises received a payment issued by the State of Minnesota for Plaintiff Bryant Langdon's housing at 306 23rd Ave Bryant Langdon never lived at 306 23rd Ave, or in any property owned by Sou Enterprises Bryant Langdon lived at 3611 Penn, a property owned by J & M Homes LLC, when this payment was cashed by Sou Enterprises

MCJ Services, Defendant Boyd, and Defendant Bruce are agents of J & M Homes LLC and Sou Enterprises

J & M Homes LLC owns two properties operated by MCJ Services and Sou Enterprises owns two properties operated by MCJ Services

75. J & M Homes LLC owns the properties located at 3611 Penn and 612 Newton, where tenants rented rooms through MCJ Services

76. J & M Homes LLC was aware that MCJ Services intended to rent rooms at 3611 Penn and 612 Newton to individual tenants

77. On November 1, 2013, J & M Homes LLC entered into a written agreement with Defendant Boyd to lease 612 Newton to MCJ Trinity Housing Services “

78. On information and belief, J & M Homes LLC entered into a written agreement to lease 3611 Penn to “MCJ Trinity Housing Services “

79. On information and belief Sy Chit Sou and Vien Sou (“Sou Enterprises”) own the properties at 2652 Fremont and 306 23rd Ave , where tenants rented rooms through MCJ Services

80. Defendant Nguyen of Sou Enterprises was aware that MCJ Services intended to rent rooms at 2652 Fremont and 306 23rd Ave to individual tenants

Sou Enterprises and J & M Homes LLC receive funds from the State of Minnesota, through the Emergency General Assistance program, based on Defendant Boyd's submission of documentation

81. The Emergency General Assistance (“EGA”) program is a State-funded, County-administered benefit program that provides one-time cash assistance to income-eligible single adults facing emergencies An individual may only receive EGA once in any 12-month period The EGA program in Hennepin County is administered by the Hennepin County Human Services and Public Health Department (“Hennepin County Human Services”)

82. When an individual requests EGA in relation to a housing emergency, a “landlord/manager” completes a Shelter Verification form as part of the tenant's application for EGA. The Shelter Verification form lists the name of the tenant, the address at which the tenant is renting, or will be renting, and the name of the landlord or manager completing the form. If the tenant's application for EGA is approved, the State of Minnesota issues the tenant's EGA funds directly to the landlord to resolve the housing emergency.

83. Based on Shelter Verification forms submitted to Hennepin County Human Services by Defendant Boyd, the State of Minnesota issued EGA funds for two of the Plaintiffs to 1 & M Homes LLC, and issued the EGA funds of two of the Plaintiffs to Sou Enterprises J & M Homes LEC and Sou Enterprises cashed each of the checks issued for these payments.

Defendant Nguyen provides a key to a MCJ Services tenant, sends 30-day notice to vacate letters to MCJ Services tenants, and works with Defendants Boyd and Bruce to unlawfully exclude Randolph Williams from 306 23rd Ave.

84. On March 29, 2014, Defendant Nguyen changed the locks at 306 23rd Ave and provided a key to Plaintiff Randolph Williams. The City of Minneapolis had previously ordered Defendant Nguyen to fix exterior locks at the property.

85. By letters dated April 1, 2014, Defendant Nguyen issued 30-day notice to vacate letters from Sou Enterprises addressed to individual tenants who rented rooms through MCJ Services at 306 23rd Ave.

86. On information and belief, each of these notices was issued on “Sou Enterprise LLC” letterhead which listed the 2400 Blaisdell address, and told the individual tenants to: “Please take notice that we will discontinue your rental...”

87. Defendants Nguyen, Boyd, and Bruce worked together to unlawfully exclude Plaintiff Randolph Williams from 306 23rd Ave.; Defendants Nguyen, Boyd, and Bruce were all present at 306 23rd Ave. on May 18, 2014, attempting to force Plaintiff Randolph Williams to vacate the property.

88. Defendant Boyd is an agent of J & M Homes LLC.

89. Defendant Boyd is an agent of Sou Enterprises.

90. Defendant Bruce is an agent of J & M Homes LLC.

91. Defendant Bruce is an agent of Sou-Enterprises.

92. In renting to Plaintiffs, Defendants MCJ Services, Boyd, Bruce, J & M Homes LLC, Tindall, Truong, Ngo, Sy Chit Sou, Vien Sou, and Nguyen acted in a common scheme or plan.

Defendants target disabled individuals for rental through MCJ Services

93. In a “Petition for Order for Protection and Affidavit” Defendant Boyd describes herself and Defendant Bruce as “operating a supportive housing business for people requiring transitional housing.”

94. Defendant Boyd describes her tenants as people with disabilities.

95. On August 1, 2014, Defendant Boyd appeared on the John Williams Show on WCCO News Radio and made the following statements with regards to MCJ Services and its tenants

a. “the residents that reside at these places are all on fixed incomes and because of that they've been diagnosed with either, there's some type of disability there, why they receive assistance “,

b. “ we are in the process of applying, we submitted applications, um under with some reasonable accommodations that state that with people with disabilities that you can have exceptions to that and we're in the process of getting those applications approved you asked the question you know who would want these persons with these types of disabilities living next to them

MCJ Services targets and deceives Bryant Langdon, a homeless disabled vulnerable adult

Plaintiff Bryant Langdon is a disabled vulnerable adult

96. Plaintiff Bryant Langdon (“Mr Langdon”) is a 46-year-old single adult male

97. Mr Langdon receives Supplemental Security Income (“SSI”) because he is disabled and meets the economic guidelines required for this federal benefit

98. Mr Langdon has disabilities stemming from being shot in the head

99. Mr. Langdon's disabilities prevent him from engaging in any substantial gainful employment activity

100. Mr Langdon's disabilities substantially impede his ability to live independently

101. Mr Langdon's disabilities substantially impede his ability to provide for his own care without assistance

102. Mr Langdon's disabilities impair his ability to protect himself from maltreatment

103. Mr Langdon's disabilities substantially limit one or more of his major life activities

MCJ Services targets Bryant Langdon at a homeless shelter

104. In December of 2013, Mr Langdon was homeless and staying at the Salvation Army Harbor Light Center, a homeless shelter in Minneapolis, Minnesota

105. In December of 2013, Mr Langdon learned, through a housing worker at the Salvation Army, that Defendant Bruce had rooms for rent

106. The Salvation Army housing worker and Mr Langdon called Defendant Bruce and arranged for Defendant Bruce to pick up Mr Langdon On or around January 1, 2014, Defendant Bruce picked up Mr Langdon at the Salvation Army Harbor Light Center

107. Defendant Bruce drove Mr Langdon to 3611 Penn, and told Mr Langdon he could rent at 3611 Penn

**MCJ Services deceives Bryant Langdon into renting a room at 3611 Penn,
an over-occupied illegal lodging establishment owned by J & M Homes LLC**

3611 Penn is an over-occupied illegal lodging establishment

108. The owner of 3611 Penn is J & M Homes LLC

109. The rental license holder for 3611 Penn is Defendant Ngo

110. On information and belief, 3611 Penn is a two-story up-down duplex with commercial and residential space it has a storefront and two-bedrooms on the lower level and four-bedrooms on the upper level

111. 3611 Penn was not licensed as a lodging establishment with the City of Minneapolis while it operated as a MCJ Services house

112. 3611 Penn was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house. 3611 Penn did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house.

113. 3611 Penn was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house. 3611 Penn did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house.

114. 3611 Penn is located in a C1 Minneapolis zoning district, which limits the maximum occupancy for a dwelling, unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people.

MCJ Services deceives Bryant Langdon, and Mr. Langdon agrees to rent at 3611 Penn

115. Defendant Bruce promised Mr. Langdon a furnished room in a fully-furnished house with access to a shared kitchen and bathroom.

116. Mr. Langdon agreed to rent a room in the upper portion of 3611 Penn for \$495 a month, and moved into 3611 Penn on or around January 1, 2014.

117. When Mr. Langdon agreed to rent from MCJ Services, he believed that MCJ Services or Defendants Bruce and Boyd owned the property at 3611 Penn.

118. Including Mr. Langdon, there were five unrelated tenants residing at 3611 Penn when Mr. Langdon moved into 3611 Penn.

119. Mr. Langdon paid Defendant Bruce \$500 on January 3, 2014, for January 2014 rent.

120. Shortly thereafter, Defendants Bruce and Boyd required Mr. Langdon to move to a less desirable area in the lower portion of 3611 Penn.

121. This less desirable living area did not have a door and was already occupied by another tenant.

122. The area contained a bed and an over-sized chair. Because the tenant who was already occupying this area was using the bed, Mr. Langdon was forced to sleep in the over-sized chair with his legs hanging off the edge.

123. Shortly after Mr. Langdon moved into 3611 Penn, the living room was rented as a bedroom to a blind tenant and her caregiver; on information and belief, the living room was rented to a blind tenant and her caregiver from early January 2014 to early February 2014.

124. While Mr. Langdon was a tenant at 3611 Penn, tenants there did not have access to a front porch because it was being rented to a tenant as a bedroom.

125. On January 12, 2014, Mr. Langdon paid Defendant Boyd a \$400 security deposit.

126. On January 12, 2014, Mr. Langdon paid Defendant Boyd \$290 which was credited towards his February rent according to the receipt provided by Defendant Boyd.

127. In February 2014, Defendant Boyd told Mr. Langdon that he had to move to another MCJ Services property at 3422 Fremont.

128. Defendant Boyd rented a moving truck. Mr. Langdon moved shared household furnishings into the moving truck, and also used his truck to transport shared household furnishings from 3611 Penn to 3422 Fremont.

MCJ Services moves Bryant Langdon to an illegally over-occupied house at 3422 Fremont

3422 Fremont is illegally over-occupied

129. The owner of 3422 Fremont is Seventh Midtown Land Trust.

130. The rental license holder for 3422 Fremont is Alex Dzialendzik

131. On information and belief, 3422 Fremont is a four-bedroom house

132. 3422 Fremont was not licensed as a lodging establishment with the City of Minneapolis while it operated as a MCJ Services house

133. 3422 Fremont was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house 3422 Fremont did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

134. 3422 Fremont was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house 3422 Fremont did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house.

135. 3422 Fremont is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people.

MCJ Services moves Bryant Langdon to 3422 Fremont

136. Mr. Langdon moved from 3611 Penn to 3422 Fremont on February 7, 2014

137. Mr Langdon was told by Defendant Boyd that his monthly rent at 3422 Fremont was \$400

138. Defendant Boyd gave Mr Langdon a very small room that contained only a mattress on the floor and had no lock on the door

139. Including Mr Langdon, there were four unrelated individuals living at 3422 Fremont for Mr Langdon's entire tenancy

140. Shortly after Mr Langdon moved into 3422 Fremont, Defendant Boyd told Mr Langdon that MCJ Services ran "sober houses," and that 3422 Fremont was a sober house

141. This was the first Mr Langdon was told he was renting a room from a sober housing program, Mr Langdon was confused by this because he had observed Defendant Bruce drinking alcohol at 3611 Penn

142. On March 3, 2014, Mr Langdon paid Defendant Boyd \$400 for March 2014 rent

143. In early March 2014, Defendant Boyd told Mr Langdon that he had to leave 3422 Fremont

144. Mr Langdon vacated 3422 Fremont on or around March 15, 2014

145. Mr Langdon again became homeless

146. Mr Langdon was distressed that he was once again facing homelessness, and was upset by Defendant Boyd's belittling manner toward him throughout his time as a MCJ Services tenant

Defendants unlawfully withhold Bryant Langdon's security deposit for 3611 Penn

147. Mr Langdon paid Defendant Boyd a security deposit of \$400 for his tenancy at 3611 Penn

148. Defendant Boyd returned \$301 of Mr Langdon's \$400 security deposit for 3611 Penn

149. By letter dated June 20, 2014, Mr Langdon, through counsel, provided delivery instructions and requested a return of his security deposit from Defendants Boyd, MCJ Services, J & M Homes LLC, and Sou Enterprises

150. By letter dated June 27, 2014, Defendant Boyd refused to return the remainder of Mr Langdon's security deposit

151. By letter dated July 8, 2014, J & M Homes LLC denied responsibility, refused to return Mr Langdon's security deposit, and noted that it had rented to "MCJ Trinity Housing Services" at 3611 Penn from December 29, 2013, to February 11, 2014

152. Sou Enterprises made no response to Mr Langdon's request for return of his security deposit

**The State of Minnesota pays Sou Enterprises, on behalf of Bryant Langdon,
for housing at 306 23rd Ave., a property where Bryant Langdon never lived**

153. Mr Langdon applied for EGA In association with Mr Langdon's application for EGA, Defendant Boyd completed a Shelter Verification form on December 26, 2013

154. On the Shelter Verification form, Defendant Boyd listed the "Owner Name" for 306 23rd Ave as "Sou Enterpire [sic]" and the "Name of Landlord/Manager completing form" as "Kolleen Boyd " She listed her title as "Manager "

155. On the Shelter Verification form signed December 26, 2013, Defendant Boyd stated that Mr Langdon would be moving into 306 23rd Ave on January 1, 2013

156. On December 31 2013 the State of Minnesota issued Mr Langdon's EGA funds in the amount of \$495 to Sou Enterprises

157. Mr. Langdon did not move to 306 23rd Ave on January 1, 2013, instead, Defendant Boyd told Mr Langdon to move to 3611 Penn

158. Mr Langdon moved to 3611 Penn on January 1, 2014

159. Mr Langdon never lived at 306 23rd Ave

160. Sou Enterprises cashed the \$495 payment for Mr Langdon s security deposit on or around January 13, 2014

161. As a result, when Defendant Boyd told Mr Langdon he had to leave 3422 Fremont, Mr Langdon could not use EGA funds to locate new housing because his EGA benefit had already been paid to Sou Enterprises for housing he never lived at

Defendants unlawfully withhold Bryant Langdon's security deposit for 306 23 Ave.

162. By letter dated September 4, 2014, Mr Langdon, through counsel, provided delivery instructions and requested a return of his \$495 security deposit, which had been paid to Sou Enterprises with Mr. Langdon's EGA funds, from Defendants MCJ Services, Boyd, and Sou Enterprises

163. By letter dated September 11, 2014, Defendant Boyd reiterated the contents of her July 27, 2014, letter regarding Mr. Langdon's deposit for 3611 Penn and indicated that \$301 of Mr Langdon's \$495 security deposit had been returned to him

164. Defendant Boyd did not return any portion of the \$495 security deposit paid with Mr Langdon's EGA funds for his anticipated tenancy at 306 23rd Ave

165. Sou Enterprises made no written response to Mr Langdon's September 4, 2014, request for his security deposit

166. Sou Enterprises did not return any portion of Mr Langdon's \$495 deposit for 306 23rd Ave.

MCJ Services targets and deceives Chanika Lyle, a homeless disabled vulnerable adult

Plaintiff Chanika Lyle is a disabled vulnerable adult

167. Plaintiff Chanika Lyle (“Ms Lyle”) is a 34-year-old single adult female

168. Ms Lyle receives SSI because she is disabled and meets the economic guidelines required for this federal benefit

169. Ms. Lyle has diagnoses of major depression, Post-Traumatic Stress Disorder (“PTSD”), and anxiety.

170. Ms. Lyle's anxiety is triggered by chaotic situations, causing her to have shortness of breath, tunnel vision, and panic attacks.

171. Ms. Lyle's major depression causes her to feel hopeless, isolated, and fatigued.

172. Ms. Lyle's mental health challenges make it difficult for her to attain stability in housing and employment.

173. Ms. Lyle's disabilities prevent her from engaging in any substantial gainful employment activity.

174. Ms. Lyle's disabilities, substantially impede her ability to live independently.

175. Ms. Lyle's disabilities substantially impede her ability to provide for her own care without assistance.

176. Ms. Lyle's disabilities impair her ability to protect herself from maltreatment.

177. Ms. Lyle's disabilities substantially limit one or more of her major life activities.

MCJ Services targets Chanika Lyle at a homeless shelter

178. In November of 2013, Ms. Lyle was homeless and staying at various shelters, including the Salvation Army Harbor Light Center and Simpson Shelter.

179. In mid-November 2013, while she was staying at the Salvation Army Harbor Light Center, Ms. Lyle saw a flier residents were passing around for Trinity Housing.

180. The flier stated that Trinity Housing had rooms for rent starting at \$400 that came with free laundry. The flier provided a phone number to call for more information.

181. In mid-November 2013, Ms. Lyle called the phone number on the Trinity Housing flier and spoke to Defendant Bruce.

182. Ms Lyle told Defendant Bruce that she was trying to find a room to rent Defendant Bruce asked Ms Lyle if she had money

183. Ms Lyle told Defendant Bruce that that she could get Emergency Assistance and that she had income from SSI

184. Defendant Bruce told Ms Lyle to show up with the money and gave her the address of 1021 Morgan

185. Later that same day, on or around November 22, 2013, Defendant Bruce showed 1021 Morgan to Ms Lyle, and told her she could rent at 1021 Morgan

MCJ Services deceives Chanika Lyle into renting a room at 1021 Morgan, an over-occupied illegal lodging establishment

1021 Morgan is an over-occupied illegal lodging establishment

186. The owner of 1021 Morgan while it operated as a MCJ Services house was Laura Duvall and Steve Sutton

187. The rental license holder for 1021 Morgan at all times relevant to this action was Lauia Duvall

188. On information and belief, 1021 Morgan is a six-bedroom house

189. 1021 Morgan was not licensed as a lodging establishment with the City of Minneapolis while it operated as a MCJ Services house

190. 1021 Morgan was not licensed as a lodging with supportive services establishment or housing with services establishment with the Minnesota Department of Health while it operated as a MCJ Services house 1021 Morgan did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

191. 1021 Morgan was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house 1021 Morgan did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house.

192. 1021 Morgan is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people

MCJ Services deceives Chanika Lyle, and Ms. Lyle agrees to rent at 1021 Morgan

193. Defendant Bruce promised Ms Lyle a furnished room and laundry facilities at 1021 Morgan

194. When Ms. Lyle agreed to rent a room at 1021 Morgan, she believed that MCJ Services or Defendants Bruce and Boyd owned the property.

195. Ms Lyle moved into 1021 Morgan on or around November 22, 2013

196. Ms. Lyle's rent at 1021 Morgan was \$495 per month.

197. When Ms. Lyle moved into 1021 Morgan, there were eight other occupants' at the property

198. More than six unrelated individuals were living at 1021 Morgan for Ms Lyle's entire tenancy at 1021 Morgan

199. There was not a room available for Ms. Lyle at 1021 Morgan when she moved in, so she slept on a couch near the dining room behind a makeshift curtain for the first week of her tenancy

200 During Ms Lyle's entire tenancy at 1021 Morgan, she did not have access to a portion of the living room because it was being rented out as a bedroom to tenants

201. On or around December 1, 2013, Defendant Boyd picked up Ms Lyle and transported Ms Lyle to the bank so that Ms Lyle could get money for rent.

202. Ms Lyle paid \$495 to Defendant Boyd for her December 2013 rent on or around December 1, 2013

203. On December 3, 2013, Ms Lyle signed a "Participant Contract for Unit Agreement" with Defendant Boyd and MCJ Services which indicated that she would be provided with board and lodge

204. On December 3, 2014, Defendant Boyd told Ms Lyle that 1021 Morgan was a "sober home", this was the first time Ms Lyle was told that she was renting in a "sober home "

205. In December 2013 Defendant Boyd also completed an "intake form" for Ms Lyle and presented Ms Lyle with a series of rules for her tenancy at 1021 Morgan, including rules about guests, quiet hours, and household duties. This was the first time Ms. Lyle was told about the rules and expectations for her tenancy at 1021 Morgan, they were not disclosed to her before she agreed to rent at 1021 Morgan.

206. Ms Lyle was never provided with regular meals during her tenancy at 1021 Morgan

207. Defendant Boyd transported Ms Lyle to food shelves on three occasions while Ms Lyle was a MCJ Services tenant

208. In early January 2014, Ms Lyle paid Defendant Boyd \$495 for her January 2014 rent

209. On January 8, 2014, Laura Duvall, owner of 1021 Morgan, filed an eviction action against Defendant Boyd, Defendant Bruce, and other occupants at 1021 Morgan

210. Defendant Boyd told Ms Lyle that she would have to move to a different MCJ Services property

211. Defendant Boyd, Defendant Bruce, and Defendant Bruce's daughters, Janet and Niomie, transported Ms. Lyle's belongings from 1021 Morgan to 612 Newton,

212. Ms. Lyle moved out of 1021 Morgan on January 18, 2014.

The State of Minnesota pays J & M Homes LLC, on behalf of Chanika Lyle, for housing at 612 Newton while Chanika Lyle continues to reside at 1021 Morgan

213. On November 19, 2013, Defendant Boyd completed a Shelter Verification form for Ms. Lyle's application for EGA benefits.

214. The Shelter Verification form indicated that Ms. Lyle would be moving to 612 Newton on December 1, 2013, where she would be renting for \$495 a month.

215. On the Shelter Verification form Defendant Boyd listed the "Owner Name" as "MCJ Housing Services Kolleen Boyd" and herself as the "Landlord/Manager."

216. On November 22, 2013, the State of Minnesota issued \$495 of Ms. Lyle's EGA funds directly to J & M Homes LLC for Ms. Lyle's damage deposit at 612 Newton.

217. On November 22, 2013, the State of Minnesota issued a second check containing additional EGA funds in the amount of \$495, payable to J & M Homes LLC, for Ms. Lyle's housing at 612 Newton.

218. On or around December 3, 2013, J & M Homes cashed the check for Ms. Lyle's damage deposit of \$495, and the payment for Ms. Lyle's housing at 612 Newton in the amount of \$495.

219. Ms. Lyle did not move to 612 Newton until January 18, 2014. Her monthly rent was established at \$400 per month at 612 Newton, not \$495 per month.

MCJ Services moves Chanika Lyle to an over-occupied illegal lodging establishment at 612 Newton, a property owned by J & M Homes LLC

612 Newton is an over-occupied illegal lodging establishment

220. The owner of 612 Newton is J & M Homes LLC.

221. The rental license holder for 612 Newton is Defendant Ngo.

222. On information and belief, 612 Newton is a six-bedroom house.

223. 612 Newton was not licensed as a lodging establishment with the City of Minneapolis while it operated as a MCJ Services house.

224. 612 Newton was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house. 612 Newton did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house.

225. 612 Newton was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house. 612 Newton did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house.

226. 612 Newton is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people.

MCJ Services moves Chanika Lyle to 612 Newton

227. Ms. Lyle moved from 1021 Morgan to 612 Newton on January 18, 2014.

228. Ms.Lyle's monthly rent at 612 Newton was \$400.

229. The window in Ms. Lyle's room at 612 Newton did not open.

230. When Ms - moved into 612 Newton there were at least seven occupants in the home including Ms Lyle

231. More than six unrelated individuals were residing at 612 Newton during Ms Lyle's entire tenancy at 612 Newton

232. There was not a washer or dryer at 612 Newton for Ms Lyle's entire tenancy

233. The laundry room at 612 Newton was being rented to a tenant for Ms Lyle's entire tenancy

234. On January 31, 2014, Defendant Boyd accused Ms Lyle of stealing another tenant's property and told Ms Lyle that she could not stay at 612 Newton

235. Ms Lyle told Defendant Boyd that she had not stolen anyone's property

236. Defendant Boyd refused to allow Ms Lyle to remain at the premises, so Ms Lyle had to find somewhere else to stay the night of January 31, 2014

237. On February 1, 2014, Ms Lyle returned to 612 Newton

238. Ms Lyle paid Defendant Boyd \$400 for February 2014 rent on February 1, 2014

239. In early February 2014, Defendant Boyd informed tenants at 612 Newton that she would no longer purchase any household supplies for the property

240. In February of 2014, a tenant died at 612 Newton

241. Defendant Boyd told Ms Lyle by letter dated February 25, 2014 that she needed to vacate 612 Newton by March 28 2014 and threatened to destroy any of Ms Lyle's property remaining at 612 Newton after that date

242. By letter dated March 12, 2014, via counsel, Ms Lyle informed Defendant Boyd that her notice to vacate was legally insufficient to end then month-to-month lease and that Minnesota law requires a landlord to store and care for a tenant's property for 28 days

243. Defendant Boyd then told Ms Lyle that she did not need to pay March 2014 rent, and that she “just needed to move “

244. Ms Lyle began looking for new housing and was the victim of a Craigslist money-wire scam On March 14, 2014, she wired \$300 to an individual who claimed he would rent her a property in Minneapolis, this individual did not own the property, Ms Lyle was unable to move into the property, and her \$300 was not returned to her

245. Ms Lyle vacated 612 Newton on or around April 4, 2014

246. Ms Lyle could not use EGA funds to locate new housing, because her EGA funds had already been paid to J & M Homes LLC for her housing at 612 Newton

247. Ms Lyle did not have anywhere to live and again became homeless Ms Lyle was homeless until August 15, 2014

248. Ms Lyle's experience with MCJ Services caused her to be frightened and anxious

Defendants unlawfully withhold Chanika Lyle's security deposit

249. The State of Minnesota issued Ms Lyle's EGA funds of \$495 directly to J & M Homes LLC for Ms Lyle's security deposit at 612 Newton

250. Defendant Boyd had previously promised Ms Lyle that she would not have to pay rent for March 2014 However, in order for Ms Lyle to obtain a \$95 return of her security deposit, Defendant Boyd required Ms Lyle to sign a document stating that Defendant Boyd had withheld \$400 of her security deposit for March 2014 rent

251. Ms Lyle signed this document because she needed the \$95 to pay for a taxi to move her belongings and to take her to a homeless shelter

252. Defendant Boyd gave Ms. Lyle \$100 rather than \$95 because Ms. Lyle did not have change.

253. By letter dated June 20, 2014, Ms. Lyle, through counsel, provided delivery instructions and requested a return of her security deposit from Defendants Boyd, MCJ Services, and J & M Homes LLC.

254. By letter dated June 24, 2014, Defendant Boyd refused to return the remainder Ms. Lyle's security deposit.

255. By letter dated July 8, 2014, J & M Homes LLC denied responsibility, refused to return Ms. Lyle's security deposit, and noted that it had rented 612 Newton to "MCJ Trinity Housing Services", between November 1, 2013, and March 31, 2014.

MCJ Services targets and deceives James Simmons, a homeless veteran, and disabled vulnerable adult

Plaintiff James Simmons is a disabled vulnerable adult

256. Plaintiff James Simmons ("Mr. Simmons") is a 51-year-old single adult male.

257. Mr. Simmons is a veteran and has diagnoses of bipolar disorder, depression, and PTSD.

258. Mr. Simmons has been diagnosed with bilateral pes planus, and experiences physical pain in his feet that is aggravated by walking even short distances.

259. Mr. Simmons has been diagnosed with paralysis of his right ulnar nerve, and experiences pain in his right wrist that is aggravated by almost-any activity.

260. Mr. Simmons receives Retirement, Survivors, and Disability Insurance (“RSDI”) because he is disabled and his work history makes him eligible for this federal benefit.

261. Mr. Simmons' disabilities prevent him from engaging in any substantial gainful employment activity.

262. Mr Simmons' disabilities substantially impede his ability to live independently

263. Mr Simmons' disabilities substantially impede his ability to provide for his own care without assistance

264. Mr Simmons disabilities impair his ability to protect himself from maltreatment

265. Mr Simmons' disabilities substantially limit one or more of his major life activities

MCJ Services targets James Simmons at a homeless shelter

266. In December of 2013, Mr Simmons was homeless

267. In early December 2013, Mr Simmons and his partner, Stephanie Hopson, were eating dinner at the Salvation Army Harbor Light Center in Minneapolis when they were approached by a MCJ Services tenant by the name of Cynthia who told them about rooms for rent from Defendant Bruce

268. Mr Simmons called Defendant Bruce Defendant Bruce told Mr Simmons to call back the following day or to go to a MCJ Services property at 612 Newton

269. Mr Simmons called Defendant Bruce again the following day Defendant Bruce told Mr Simmons that he and Ms Hopson could stay at the MCI Services house at 612 Newton until another property “opened up “

270. That day Mr Simmons and Ms Hopson went to 612 Newton and met with Defendants Bruce and Boyd

271. Defendants Bruce and Boyd were living at 612 Newton and tenting out rooms to tenants

272. Mr Simmons told Defendant Bruce that he did not have any money to pay at that time

273. Defendant Bruce told Mr Simmons and Ms Hopson that he would “get them into something,” and that they would only have to pay first month's rent, not a security deposit

MCJ Services deceives James Simmons into renting a laundry room at 612 Newton, an over-occupied illegal lodging establishment owned by J & M Homes LLC

612 Newton is an over-occupied illegal lodging establishment

274. The owner of 612 Newton is J & M Homes LLC

275. The rental license holder for 612 Newton is Defendant Ngo

276. On information and belief, 612 Newton is a six-bedroom house

277. 612 Newton was not licensed as a lodging establishment with the City of Minneapolis while it operated as a MCJ Services house

278. 612 Newton was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house 612 Newton did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

279. 612 Newton was not licensed as a boarding and lodging establishment or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house 612 Newton did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house

280. 612 Newton is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons provided the family and unrelated persons does not exceed a total of five people

MCJ Services deceives James Simmons, and Mr. Simmons agrees to rent at 612 Newton

281. Defendants Bruce and Boyd told Mr Simmons that MCJ Services was a supportive housing program and promised him a room with a bed, flat screen television, and cable

282. When Mr Simmons agreed to rent from MCJ Services, he believed that MCJ Services or Defendants Bruce and Boyd owned the property at 612 Newton

283. Mr Simmons and his partner moved into 612 Newton in early December 2013

284. In December 2013, Mr Simmons paid Defendant Bruce \$200 for rent at 612 Newton

285. When Mr Simmons moved into 612 Newton, there were 11 total occupants including Mr Simmons and his partner, and Defendants Boyd and Bruce who were also residing at the property

286. When Mr Simmons moved into 612 Newton, there was a tenant living in the dining room

287. Mr Simmons and his partner lived in an area that normally functioned as a laundry room and were given a futon and television set

288. The room Mr Simmons and his partner lived in did not have a lock

289. There was no working washer and dryer at 612 Newton for Mr Simmons' entire tenancy

290. More than six unrelated individuals were living at 612 Newton for Mr Simmons entire tenancy at 612 Newton

291. Defendant Boyd told Mr Simmons to move out of 612 Newton to another MCJ Services house because it was too crowded

**The State of Minnesota pays J & M Homes LLC, on behalf of James Simmons,
for housing at 3611 Penn, a property where James Simmons never lived**

292. Despite Defendant Bruce's agreement with Mr Simmons that he would not have to pay a security deposit, Defendant Boyd informed Mr Simmons that a security deposit was due

293. On December 16, 2014, Defendant Boyd took Mr Simmons to Hennepin County Human Services, where Mr Simmons applied for EGA

294. Defendant Boyd told Mr Simmons that he would be moving to 3611 Penn that day

295. In association with Mr Simmons' application for EGA, Defendant Boyd completed a Shelter Verification form on which she indicated that Mr Simmons owed \$550 for a damage deposit "ASAP" for housing at 3611 Penn

296. On the Shelter Verification form, Defendant Boyd listed the "Owner Name" for 3611 Penn as "MCJ Supportive Housing Services Kolleen Boyd" and the "Name of Landlord Manager completing form" as "Kolleen Boyd."

297. On the Shelter Verification form, Defendant Boyd stated that Mr Simmons had moved into 3611 Penn on December 1, 2013

298. On January 8, 2014, the State of Minnesota issued a check with Mr Simmons' EGA funds in the amount of \$775 payable to J & M Homes LLC "for permanent housing" for Mr Simmons at 3611 Penn

299. J & M Homes LLC cashed the \$775 check on or around January 28, 2014

300. Despite Defendant Boyd's assertion that Mr Simmons would be moving to 3611 Penn, Mr Simmons never lived at 3611 Penn. Instead, Defendant Boyd eventually told Mr Simmons to move to 306 23 Ave.

MCJ Services moves James Simmons to an over-occupied illegal lodging establishment at 306 23rd Ave., a property owned by Sou Enterprises

306 23rd Ave. is an over-occupied illegal lodging establishment

301. On information and belief, the owners of 306 23rd Ave are Defendants Sy Chit Sou and Vien Sou

302. The rental license holder for 306 23rd Ave is Defendant Nguyen

303. On information and belief, 306 23rd Ave is a six-bedroom house

304. 306 23rd Ave was not licensed as a lodging establishment by the City of Minneapolis while it operated as a MCJ Services house

305. 306 23rd Ave was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house. 306 23rd Ave did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

306. 306 23rd Ave was not licensed as a boarding and lodging establishment, or lodging establishment with the Minnesota Department of Human Services while it operated as a MCJ Services house. 306 23rd Ave did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house

307. 306 23rd Ave is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people

MCJ Services moves James Simmons to 306 23rd Ave.

308. Mr Simmons and his partner, Stephanie Hopson, moved from 612 Newton to 306 23rd Ave on or around January 1, 2014

309. The room Mr Simmons and Ms Hopson rented at 306 23rd Ave had a mattress on the floor and a television set

310. Defendant Boyd told Mr Simmons that his monthly rent at 306 23rd Ave was \$550

311. The washing machine at 306 23rd Ave did not work for all, or most, of Mr Simmons' tenancy

312. In early January 2014, Mr Simmons gave Defendant Bruce a \$550 cash payment for January 2014 rent

313. Defendant Bruce asked Mr Simmons for \$200 to make repairs Mr Simmons gave Defendant Bruce \$200 in early January 2014 for repairs

314. Mr Simmons made a \$400 cash payment to Defendant Boyd in February 2014 for his February rent

315. Defendant Boyd transported tenants at 306 23rd Ave to the Laundromat and food shelf in the early months of Mr Simmons' tenancy

316. There were more than five unrelated individuals residing at 306 23rd Ave at all times from early January 2014 to late April 2014

317. There were at least six unrelated individuals renting at 306 23rd Ave at certain points between early January 2014 and April 2014

City of Minneapolis cites Sou Enterprises and Defendant Nguyen for over-occupancy and additional health and safety violations at 306 23rd Ave.

318. On February 20, 2014, the City of Minneapolis Department of Regulatory Services, Housing Inspection Service Division (“City of Minneapolis”) inspected 306 23rd Ave and found that the property was over-occupied

319. On February 20, 2014, the City of Minneapolis placarded the property for unlawful occupancy and ordered occupants to vacate by March 31, 2014

320. On February 24, 2014, the City of Minneapolis sent a “Notice of Director's Determination of Non-Compliance” to Defendant Nguyen and Defendant Sy Chit Sou The notice indicated that the rental was “ovei occupied or illegally occupied “

321. On February 25, 2014, the City of Minneapolis ordered Defendant Nguyen to cease over-occupancy of the dwelling unit at 306 23rd Ave

322. On February 25, 2014, the City of Minneapolis also cited Defendant Nguyen for 16 additional violations of Minneapolis Ordinances, a violation of State law, and a violation of the Minnesota Mechanical Code at 306 23rd Ave , including citations for missing and broken smoke detectors and problems with locks on the front and back exterior doors

Defendant Boyd and Defendant Nguyen issue eviction notices to James Simmons and the City of Minneapolis extends the deadline for tenants to vacate

323. On March 6, 2014, Defendant Boyd posted multiple documents labeled “Eviction Notice” at 306 23rd Ave for each of the individual tenants including Mr Simmons The “Eviction Notice” told Mr Simmons to vacate the property by March 31, 2014

324. Defendant Boyd did not return to 306 23rd Ave. for the remainder of Mr Simmons' tenancy

325. On March 18, 2014, the City of Minneapolis agreed to extend the vacate deadline for tenants at 306 23rd Ave to April 30 2014 at the request of Mr Simmons counsel

326. By letter dated March 19, 2014, Mr Simmons' counsel informed Defendant Boyd that the March 6, 2014, notice was legally insufficient to end a month-to-month lease, that unlawful removal or exclusion of a tenant is a misdemeanor, and that if Defendant Boyd, or an agent acting at her direction, unlawfully excluded or removed tenants at the property the tenants would be forced to take legal action to assert their right to occupy the premises

327. On March 29, 2014, Defendant Nguyen had the lock on the front door at 306 23rd Ave changed

328. Defendant Nguyen did not give Mr Simmons a key to the new lock, so when Mr Simmons left 306 23rd Ave he had to depend on other tenants to let him back into his home

329. By letter dated April 1, 2014, Defendant Nguyen and “Sou Enterprise LLC” issued a “30-Day Notice to Vacate” to each of the tenants at 306 23rd Ave

330. Sou Enterprises addressed a 30-day notice to vacate letter individually to James Simmons by name.

331. The 30-day notice to vacate addressed to Mi Simmons stated “Please take notice that we will discontinue your rental of the property located at (address) [sic] “

332. Mr Simmons was unable to use EGA funds for new housing, because his EGA funds had already been paid to J & M Homes LLC

333. Mr Simmons was distressed by the City of Minneapolis' order to vacate, and notices to vacate from Defendant Boyd and Defendant Nguyen Mr Simmons felt moody withdrawn, depressed, and like he had nowhere to turn

334. On April 29, 2014, at the request of Mr Simmons' counsel, the City of Minneapolis issued an extension of the vacate deadline for 306 23rd Ave , this time to June 1, 2014

335. On or around April 29, 2014, Mr Simmons vacated 306 23rd Ave after locating new housing

Defendants unlawfully withhold James Simmons' security deposit

336. The State of Minnesota issued Mr Simmons' EGA funds of \$550 directly to J & M Homes LLC for Mr Simmons' security deposit

337. By letter dated June 20, 2014, Mr Simmons, through counsel, provided delivery instructions and requested a return of his security deposit from Defendants Boyd, MCJ Services, J & M Homes LLC, and Sou Enterprises

338. By letter dated June 24, 2014, Defendant Boyd refused to return Mr Simmons' security deposit

339. By letter dated July 8, 2014, Defendant J & M Homes LLC denied responsibility, refused to return Mr Simmons' security deposit, and noted that it had rented 612 Newton and 3611 Penn to "MCJ Trinity Housing Services" between November 1, 2013, and March 31, 2014, and December 29, 2013 and February 11, 2014, respectively

340. Sou Enterprises made no response to Mr Simmons' request for return of his security deposit

MCJ Services targets and deceives Randolph Williams, a homeless, disabled vulnerable adult

Plaintiff Randolph Williams is a disabled vulnerable adult

341. Plaintiff Randolph Williams ("Mr Williams") is a 43-year-old single adult male

342. Mr Williams receives personal care assistance ("PCA") services through Afya Home Health Care Services Inc

343. On information and belief, Afya Home Health Care Services, Inc is an organization that offers, provides, or arranges for personal care assistance services exclusively under the Medical Assistance program

344. Mr Williams has also received personal care assistance services through Abbeycare, Inc

345. On information and belief Abbeycare, Inc is an organization that offers, provides, or arranges for personal care assistance services exclusively under the Medical Assistance program

346. Mr Williams receives SSI because he is disabled and meets the economic guidelines required for this federal benefit

347. Mr Williams has a spinal cord injury, chronic pain, sciatica, depression, and PTSD

348. Mr. Williams needs assistance with bathing and dressing due to his disabilities, Mr Williams receives PCA services to help him bath and dress

349. Mr Williams has difficulty reading due to a learning disability

350. Mr Williams' disabilities prevent him from being able to perform employment

351. Mr Williams' disabilities substantially impede his ability to live independently and to provide for his own care without assistance

352. Mr Williams' disabilities impart his ability to protect himself from maltreatment

353. Mr Williams' disabilities substantially limit one or more of his major life activities

MCJ Services targets Randolph Williams while he applies for public benefits

354. In December of 2013 Mr Williams was homeless and temporarily staying with family in Minneapolis while he was searching for housing

355. On December 12, 2013, when Mr. Williams was applying for public benefits at Century Plaza in Minneapolis, he was approached by a woman who told Mr Williams about an organization that could help him out with a room This woman gave Mr Williams the name "Bruce" and a phone number to call

356. On January 1, 2014, Mr Williams called the phone number he was given at Century Plaza and Defendant Bruce answered his call

357. Defendant Bruce asked Mr Williams what his income was Mr Williams told Defendant Bruce that his income was from SSI

358. Defendant Bruce agreed to pick up Mr Williams and did so that day, January 1, 2014

359. Defendant Bruce told Mr Williams that, in his rentals, tenants did not have to worry about televisions, heat, soap, deodorant and other things like that because he “took care of tenants” and provided these items

360. Defendant Bruce took Mr Williams to see rooms to rent at four different properties throughout North Minneapolis

361. Mr Williams was told by Defendant Bruce that he could rent at 306 23rd Ave., the final property he was shown

MCJ Services deceives Randolph Williams into renting a room at 306 23rd Ave., an over-occupied illegal lodging establishment owned by Sou Enterprises

306 23rd Ave. is an over-occupied illegal lodging establishment

362. On information and belief, the owners of 306 23rd Ave are Defendants Sy Chit Sou and Vien Sou

363. The rental licence holder for 306 23rd Ave is Defendant Nguyen

364. On information and belief, 306 23rd Ave is a six-bedroom house

365. 306 23rd Ave was not licensed as a lodging establishment by the City of Minneapolis while it operated as a MCJ Services house

366. 306 23rd Ave was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house 306 23rd Ave did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

367. 306 23rd Ave was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house 306 23rd Ave did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house

368. 306 23rd Ave is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people

MCJ Services deceives Randolph Williams, and Mr. Williams agrees to rent at 306 23rd Ave.

369. Defendant Bruce promised Mr Williams a furnished room at 306 23rd Ave for \$400 per month

370. When Mr Williams agreed to rent a room from MCJ Services, he believed that Defendant Boyd, Bruce, or MCJ Services owned 306 23rd Ave

371. Mr Williams moved into 306 23rd Ave on January 1, 2014

372. On January 1, 2014, Mr Williams gave Defendant Boyd a \$300 payment for January 2014 rent

373. The room Mr Williams was given contained a closet, a window without curtains, and a television set

374. On January 1, 2014, Defendant Bruce took Mr Williams to the store and purchased a mattress for Mr Williams' room

375. The same day, Mr. Williams purchased, with his own funds, a frame for the mattress because he could not sleep on a mattress on the floor due to his disabilities

376. Mr Williams applied for EGA In association with Mr Williams' application for EGA Defendant Boyd completed a Shelter Verification form

377. On the Shelter Verification form, Defendant Boyd indicated that a \$400 damage deposit was “due immediately “ Defendant Boyd listed the “Owner Name” for 306 23 Ave as “MCJ Supportive Housing Services “ Defendant Boyd listed herself as the “Landlord/Manager completing form “

378. While at Hennepin County Human Services, Mr Williams observed a County employee place a call to Defendant Boyd Mr Williams could hear what the County employee was saying to Defendant Boyd, and through the phone, Mr Williams could hear Defendant Boyd's responses

379. The County employee informed Defendant Boyd that EGA funds could not be sent to Defendant Boyd because she was not the property owner Defendant Boyd told the County employee that she was the supervising manager for “Nam [Defendant Nguyen] “ Defendant Boyd told the County employee to send the EGA funds to Nam

380. On January 29, 2014, the State of Minnesota issued a check containing Mr Williams' EGA funds in the amount of \$400 directly to “Sou Enterprises LLC “

381. Sou Enterprises cashed the \$400 check on or around February 21, 2014

382. The washing machine at 306 23rd Ave did not work for all of most of Mr Williams' tenancy The washing machine was dirty and filled with water, mold formed in the water, and it became foul-smelling

383. In mid-February 2014, Defendant Boyd presented Mr Williams with a series of rules and policies, including a “guest policy,” and told Mr Williams' that he was renting in a “sober home “ This was the first Mr Williams was told that he was renting in sober housing or about rules and policies for his tenancy

384. More than five unrelated individuals were residing at 306 23rd Ave at all times from early January 2014 to late April 2014

385. At least six unrelated individuals rented at 306 23rd Ave at certain points between early January 2014 and April 2014

City of Minneapolis cites Sou Enterprises and Defendant Nguyen for over-occupancy and additional health and safety violations at 306 23rd Ave

386. On February 20, 2014, the City of Minneapolis inspected 306 23rd Ave and found that the property was over-occupied

387. On February 20, 2014, the City of Minneapolis placarded the property for unlawful occupancy and ordered occupants to vacate by March 31, 2014

388. On February 24 2014 the City of Minneapolis sent a Notice of Director s Determination of Non-Compliance” to Defendant Nguyen and Defendant Sy Chit Sou The notice indicated that the rental was over occupied or illegally occupied “

389. On February 25, 2014, the City of Minneapolis ordered Defendant Nguyen to cease over-occupancy of the dwelling unit at 306 23rd Ave

390. On February 25 2014 the City of Minneapolis also cited Defendant Nguen for 16 additional violations of Minneapolis Ordinances, a violation of State law, and a violation of the Minnesota Mechanical Code at 306 23rd Ave , including citations for missing and broken smoke detectors and problems with locks on the front and back exterior doors

Defendant Boyd and Defendant Nguyen issue eviction notices to Randolph Williams and the City of Minneapolis extends the deadline for tenants to vacate

391. On March 6, 2014, Defendant Boyd posted multiple documents labeled “Eviction Notice” at 306 23rd Ave for each of the individual tenants, including Mr. Williams The “Eviction Notice” addressed to Mr Williams told him to vacate the property by March 31, 2014

392. On March 18, 2014, the City of Minneapolis agreed to extend the vacate deadline for tenants at 306 23rd Ave to April 30, 2014, at the request of Mr Williams' counsel

393. By letter dated March 19, 2014, Mr Williams' counsel informed Defendant Boyd that the March 6, 2014, notice was legally insufficient to end a month-to-month lease, that unlawful removal or exclusion of a tenant is a misdemeanor, and that if Defendant Boyd, or an agent acting at her direction, unlawfully excluded or removed tenants at the property the tenants would be forced to take legal action to assert their right to occupy the premises

394. On March 29, 2014, Defendant Nguyen had the lock on the front door at 306 23rd Ave changed

395. Defendant Nguyen gave Mr. Williams a key to the new lock

396. By letter dated April 1, 2014, Defendant Nguyen and “Sou Enterprise LLC” issued a 30-Day Notice to Vacate to each of the tenants at 306 23rd Ave

397. Sou Enterprises addressed a 30-day notice to vacate letter individually to Randolph Williams by name

398. The 30 day notice to vacate letter addressed to Mr. Williams stated Please take notice that we will discontinue your rental of the property located at (address) *[sic]*. “

Randolph Williams struggles to locate housing so he can move from 306 23rd Ave., and the City of Minneapolis continues to cite Defendants Sou Enterprises and Nguyen for their violations of health and safety codes

399. Mr Williams looked for new housing, but he was unable to use EGA funds to pay for new housing because his EGA funds had already been paid to Sou Enterprises

400. On April 29, 2014, at the request of Mr Williams' counsel, the City of Minneapolis extended the vacate deadline for 306 23rd Ave , this time to June 1, 2014

401. On May 5, 2014, the City of Minneapolis issued a Notice of Ordinance Code Violation for 306 23rd Ave citing violations of Minneapolis Code of Ordinances and ordering repair or replacement of “all broken and missing glass in storm windows and primary windows “

402. On May 12, 2014, the City of Minneapolis issued an administrative citation fining Defendant Nguyen for failure to comply with written orders, and specifically for failure to repair smoke detectors, faceplates, the water heater, interior doors, locks and hinges, and a deadbolt, as well as failing to provide shades and failing to provide tenants with copies of leases

Defendants Nguyen, Boyd, and Bruce illegally exclude Mr. Williams from 306 23rd Ave.

403. On May 17, 2014, Mr. Williams returned to 306 23rd Ave , after having been away for less than an hour, and found that two individuals were at 306 23rd Ave cleaning the property and disposing of household goods and other items

404. One of these individuals told Mr Williams that Bruce [Defendant Bruce] had informed them that Mr Williams was not supposed to be at the property

405. Mr. Williams observed one of the individuals call Defendant Bruce

406. Defendant Bruce arrived at 306 23rd Ave and told Mr. Williams that he was going to have Mr. Williams killed, of have something done to Mr. Williams, if he kept living in the house Defendant Bruce told Mr Williams that he had better not be at the property by that night

407. Mr Williams called the police, and the police arrived at the property

408. After conversing with Defendant Bruce, a police officer informed Mr Williams that because he did not have papers showing that he could be at 306 23rd Ave , that he should leave for the night and bring papers to the police station the next day showing that he had a light to be at the property

409. When Mr Williams left 306 23rd Ave , his key to his home was inside

410. On May 18, 2014, Defendant Nguyen called Mr Williams and told him to meet him at 306 23rd Ave

411. Mr Williams went to 306 23rd Ave to meet Defendant Nguyen Shortly after Mr Williams arrived at the property, Defendants Nguyen, Boyd, and Bruce arrived

412. Defendant Nguyen told Mr Williams to get the key from Defendant Boyd

413. Defendant Boyd told Defendant Nguyen not to give Mr Williams a key

414. Defendants Nguyen, Boyd, and Bruce had a private discussion

415. Defendant Bruce then approached Mr Williams and told Mr Williams that they had decided that Mr Williams could go to another property around the corner, but that Mr Williams could not get back into 306 23rd Ave

416. Through counsel, Mr Williams again asked Defendant Nguyen for access to 306 23rd Ave on May 19, 2014 Defendant Nguyen again refused access

417. On May 20, 2014, through counsel, Mr Williams informed Defendant Nguyen that an emergency lock-out petition would be filed with the Court that day if Mr. Williams was not given access to 306 23rd Ave

418. After three phone calls with Mr Williams' counsel on May 20, 2014, Defendant Nguyen agreed to grant Mr Williams access and agreed to meet Mr Williams later in the morning on May 20, 2014, to provide him with access

419. Defendant Nguyen finally granted Mr. Williams access to 306 23rd Ave on May 20, 2014, after having illegally excluded Mr Williams for three days and nights

420. While Mr Williams' was excluded from 306 23rd Ave Defendants Boyd, Bruce, Nguyen, or an agent or agents acting at their direction, disposed of some of Mr Williams' belongings, including a shower stool and a bed pan as well as

a. a bed frame purchased by Mr Williams for approximately \$85,

b. bedding purchased by Mr Williams for approximately \$30,

c. two television sets, one which Mr Williams purchased for \$75, and one which Mr Williams purchased for \$450,

d. a mirror purchased by Mr Williams for \$12

421. When Mr Williams returned to 306 23rd Ave the belongings of former tenants and common household goods had been scattered throughout the home This made it very difficult for Mr Williams to move throughout his home because of his disabilities

422. Mr Williams vacated 306 23rd Ave on June 2, 2014

423. Mr Williams was homeless until mid-to-late June 2014, he sometimes stayed with friends or family and sometimes slept at bus stations or in a hospital lobby

Defendants unlawfully withhold Randolph Williams' security deposit

424. The State of Minnesota issued Mr. Williams' EGA funds of \$400 directly to Sou Enterprises for Mr. Williams' security deposit at 306 23rd Ave

425. Sou Enterprises cashed the \$400 payment for Mr Williams' deposit on or around February 21, 2014

426. By letter dated June 20, 2014, Mr Williams, through counsel, provided delivery instructions and requested a return of his security deposit from Defendants Boyd, MCJ Services, and Sou Enterprises

427. By letter dated June 27, 2014, Defendant Boyd denied that a security deposit was received from Mr Williams and refused to return his security deposit

428. Sou Enterprises did not respond to Mr Williams' request for return of his security deposit

MCJ Services targets disabled vulnerable tenants for rental at three additional illegally over-occupied houses held out as supportive housing

The MCJ Services house at 423 23rd Ave. (owned by Mojo Holdings 2 LLC)

429. The owner of 423 23rd Ave is Mojo Holdings 2 LLC

430. The rental license holder for 423 23rd Ave is Denis Mejia

431. Gloria Manna Mejia is a property manager for 423 23rd Ave

432. On information and belief 423 23rd Ave is a four-bedroom house

433. 423 23rd Ave was operated by Defendant Boyd as a MCJ Services house

434. 423 23rd Ave was not licensed as a lodging establishment with the City of Minneapolis when it operated as a MCJ Services house

435. 423 23rd Ave was not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health while it operated as a MCJ Services house 423 23rd Ave did not have any licensure through the Minnesota Department of Health while it operated as a MCJ Services house

436. 423 23rd Ave was not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services while it operated as a MCJ Services house 423 23rd Ave did not have any licensure through the Minnesota Department of Human Services while it operated as a MCJ Services house

437. 423 23rd Ave is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people

438. On information and belief, in early August 2014, there were seven unrelated people living at 423 23rd Ave

439. On July 25, 2014, the City of Minneapolis inspected 423 23rd Ave

440. On July 28, 2014, the City of Minneapolis cited 423 23rd Ave for unlawful occupancy The City ordered Gloria Marina Mejia, to cease over-occupancy of the premises by August 31, 2014, and to cease using a nonhabitable basement space as a bedroom by August 15, 2014

441. On July 28, 2014, the City of Minneapolis cited 423 23rd Ave for additional code violations, including failure to provide tenants with copies of their leases, failure to post a 311 poster and rental license, a non-working carbon monoxide detector on the main floor, and a missing carbon monoxide detector upstairs

The MCJ Services house at 2407 4th Street

(owned by 5SLLC)

442. On information and belief, the owner of 2407 4th Street is 5SLLC
443. The rental license holder for 2407 4th Street is Jim Haivanko
444. On information and belief, 2407 4th Street is a four-bedroom house
445. 2407 4th Street was operated by Defendant Boyd as a MCJ Services house
446. On information and belief, Defendant Boyd continues to operate 2407 4th Street as a MCJ Services house
447. 2407 4th Street is not licensed as a lodging establishment with the City of Minneapolis
448. 2407 4th Street is not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health 2407 4th Street does not have any licensure through the Minnesota Department of Health
449. 2407 4th Street is not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services 2407 4th Street does not have any licensure through the Minnesota Department of Human Services
450. 2407 4th Street is located in a R2B Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people
451. The City of Minneapolis cited 2407 4th Street for over-occupancy on February 27, 2014, and ordered occupants to vacate by March 31, 2014
452. On March 4 2014 the City of Minneapolis also ordered the rental license holder for 2407 4th Street to service and maintain the heating plant, remove hazardous extension cord wiring, and make eight additional repairs to the exterior and interior of the property

The MCJ Services house at 2652 Fremont

(owned by Sou Enterprises)

453. In 2009 Wachovia Bank NA executed a deed purporting to convey interest in the property at 2652 Fremont to "Sou Enterprises LLC," an entity not registered with the Minnesota Secretary of State
454. Defendant Nguyen is the rental license holder for 2652 Fremont
455. On information and belief, 2652 Fremont is a three-bedroom house
456. 2652 Fremont was operated by Defendant Boyd as a MCJ Services house

457. On information and belief, Defendant Boyd continues to operate 2652 Fremont as a MCJ Services house

458. 2652 Fremont also functions as a business mailing address for MCJ Services

459. 2652 Fremont is not licensed as a lodging establishment with the City of Minneapolis

460. 2652 Fremont is not licensed as a lodging with supportive services establishment, or housing with services establishment, with the Minnesota Department of Health 2652 Fremont does not have any licensure through the Minnesota Department of Health.

461. 2652 Fremont is not licensed as a boarding and lodging establishment, or lodging establishment, with the Minnesota Department of Human Services 2652 Fremont does not have any licensure through the Minnesota Department of Human Services

462. 2652 Fremont is located in a RIA Minneapolis zoning district, which limits the maximum occupancy for a dwelling unit to one family plus two unrelated persons, provided the family and unrelated persons does not exceed a total of five people

463. On information and belief, more than three unrelated individuals occupy 2652 Fremont

FIRST CAUSE OF ACTION

Claims of Bryant Langdon, Chanika Lyle, James Simmons, and Randolph Williams tor financial exploitation of a vulnerable adult in violation of Minn. Stat. § 626.557, Subd. 20.

464. Paragraphs 1 through 463 of the Complaint are incorporated and restated as if set forth fully herein

465. Plaintiffs are vulnerable adults as defined in MINN STAT § 626 5572, Subd 21

466. Each of the above-captioned Defendants **financially exploited** Mr Simmons and Mr Langdon by

a. Willfully withholding their funds in violation of MINN STAT § 626 5572, Subd 9(b)(1), and

b. Acquiring possession of control of their funds through undue influence of deception in violation of MINN STAT § 626 5572, Subd 9(b)(3),

467. Defendants MCJ Services, Boyd, Bruce, Sy Chit Sou, Vien Sou, and Nguyen **financially exploited** Mr Williams by

a. Willfully withholding Mr Williams' funds and willfully withholding and disposing of his personal property in violation of [MINN STAT § 626.5572, Subd 9\(b\)\(1\)](#), and

b. Acquiring possession or control of Mr Williams' funds and property through undue influence or deception in violation of [MINN STAT § 626 5572, Subd 9\(b\)\(3\)](#),

468. Defendants MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC **financially exploited** Ms Lyle by

a. Willfully withholding her funds in violation of [MINN STAT § 626 5572, Subd 9\(b\)\(1\)](#), and

b. Acquiring possession or control of her funds through undue influence or deception in violation of [MINN STAT § 626 5572, Subd 9\(b\)\(3\)](#)

SECOND CAUSE OF ACTION

Claims of Bryant Langdon, Chanika Lyle, James Simmons, and Randolph Williams for discriminatory targeting of disabled persons in violation of the Fair Housing Act at [42 U.S.C. § 3604](#).

469. Paragraphs 1 through 463 are incorporated and restated as if set forth fully herein.

470. Plaintiffs are persons with handicaps (“disabilities”), as defined by the Fair Housing Act at [42 U S C § 3602 \(h\)](#), and are therefore members of a protected class.

471. Defendants MCJ Services, Boyd, Bruce, J & M Homes LLC, Tindall, Truong, and Ngo discriminated against handicapped (“disabled”) Plaintiff Bryant Langdon by targeting him for rental at 3611 Penn, and discriminated against disabled Plaintiffs Chanika Lyle and James Simmons by targeting them for rentals at 612 Newton

a. Through MCJ Services, the above-listed Defendants held themselves out as a supportive housing provider and intentionally targeted Mr. Langdon, Ms. Lyle, and Mr. Simmons on the basis of their status as disabled persons;

b. Through MCJ Services, the above-listed Defendants provided Mr Langdon, Ms. Lyle, and Mr Simmons with terms and conditions of rental that were grossly unfavorable, unfair and predatory; and

c. Defendants' actions effectively denied Plaintiffs housing for which they contracted.

472. Defendants MCJ Services, Boyd, Bruce, Sy Chit Sou, Vien Sou, and Nguyen discriminated against disabled Plaintiffs James Simmons and Randolph Williams by targeting them for rentals at 306 23rd Ave

a. Through MCJ Services, the above-listed Defendants held themselves out as a supportive housing provider and intentionally targeted Mr. Simmons and Mr. Williams on the basis of their status as disabled persons,

b. Through MCJ Services, the above-listed Defendants provided Mr Simmons and Mr Williams with terms and conditions of rental that were grossly unfavorable, unfair, and predatory, and

c. Defendants' actions effectively denied Plaintiffs housing for which they contracted

473. Defendants MCJ Services, Boyd, and Bruce discriminated against disabled Plaintiffs Bryant Langdon and Chanika Lyle by targeting them for rentals at 3422 Fremont and 1021 Morgan

a. Through MCJ Services, the above-listed Defendants held themselves out as a supportive housing provider and intentionally targeted Mr Langdon and Ms Lyle on the basis of their status as disabled persons,

b. Through MCJ Services, the above-listed Defendants provided Mr Langdon and Ms Lyle with terms and conditions of rental that were grossly unfavorable, unfair, and predatory, and

c. Defendants' actions effectively denied Plaintiffs housing for which they contracted

THIRD CAUSE OF ACTION

**Claims of Bryant Langdon, Chanika Lyle, James Simmons, and Randolph Williams
for violations of the covenants of habitability at MINN. STAT. § 504B.161.**

474. Paragraphs 1 through 463 are incorporated and restated as if set forth fully herein

475. Plaintiffs Mr Simmons and Mr Williams experienced impaired use and enjoyment of the premises at 306 23rd Ave due to violations of MINN STAT § 504B 161 Plaintiffs Mr Simmons and Mr Williams bring claims against Defendants MCJ Services, Boyd, Bruce, Sy Chit Sou, Vien Sou, and Nguyen for Defendants' violations of MINN STAT § 504B 161 by failing to maintain the premises at 306 23rd Ave

- a. fit for its intended use as a lodging establishment,
- b. fit for its intended use as a lodging establishment that provides supportive services,
- c. in reasonable repair, and
- d. in compliance with applicable health and safety laws of the State of Minnesota and the City of Minneapolis

476. Plaintiffs Ms Lyle and Mr Simmons experienced impaired use and enjoyment of the premises at 612 Newton due to violations of MINN STAT § 504B 161 Plaintiffs Ms Lyle and Mr Simmons bring claims against Defendants MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC for Defendants' violations of MINN STAT § 504B 161 by failing to maintain the premises at 612 Newton

- a. fit for its intended use as a boarding and lodging establishment,
- b. fit for its intended use as a lodging establishment,
- c. fit for its intended use as a lodging establishment that provides supportive services,
- d. in reasonable repair, and e in compliance with the applicable health and safety laws of the State of Minnesota and City of Minneapolis

477. Plaintiff Mr Langdon experienced unpaired use and enjoyment of the premises at 3611 Penn due to violations of MINN STAT § 504B 161 Plaintiff Mr. Langdon brings a claim against Defendants MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC for Defendants' violations of [MINN. STAT. § 504B.161](#) by failing to maintain the premises at 3611 Penn:

- a. fit for its intended use as a lodging establishment;
- b. fit for its intended use as a lodging establishment that provides supportive services; and
- c. in compliance with applicable health and safety laws of the State of Minnesota and City of Minneapolis.

478. Plaintiff Ms. Lyle experienced impaired use and enjoyment of the premises at 1021 Morgan due to violations of [MINN. STAT. § 504B.161](#). Plaintiff Ms. Lyle brings a claim against Defendants MCJ Services, Boyd, and Bruce for Defendants' violations of [MINN. STAT. § 504B.161](#) by failing to maintain the premises at 1021 Morgan:

- a. fit for its intended use as a boarding and lodging establishment;
- b. fir for its intended use as a lodging establishment;

- c. fit for its intended use as a lodging establishment that provides supportive services; and
- d. in compliance with the applicable health and safety laws of the State of Minnesota and the City of Minneapolis.

479. Plaintiff Mr. Langdon experienced impaired use and enjoyment of the premises at 3422 Fremont due to violations of MINN. STAT. § 504B. 161. Plaintiff Mr. Langdon brings a claim against Defendants MCJ Services, Boyd, and Bruce for Defendants' violations of [MINN. STAT. § 504B.161](#) by failing to maintain the premises at 3422 Fremont:

- a. fit for its intended use;
- b. in compliance with the applicable health and safety laws of the State of Minnesota and the City of Minneapolis

FOURTH CAUSE OF ACTION

Claims of Bryant Langdon, Chanika Lyle, James Simmons, and Randolph Williams for bad faith retention of security deposit in violation of [MINN. STAT. § 504B.178](#).

480. Paragraphs 1 through 463 are incorporated and restated as if set forth fully herein

481. Defendants MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC violated Minnesota landlord-tenant law at MINN STAT § 504B 178 when they, in bad faith, failed to return the security deposits of Ms Lyle and Mr Simmons after receipt of delivery instructions

482. Defendants MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou violated Minnesota landlord-tenant law at MINN STAT § 504B 178 when they, in bad faith, failed to return the security deposit of Mr Williams after receipt of delivery instructions

483. Defendants MCJ Services, Boyd, Bruce, Truong, Tindall, Ngo, and J & M Homes LLC violated Minnesota landlord tenant law at MINN STAT § 504B 178 when the) in bad faith failed to return Mr Langdon's security deposit for his tenancy at 3611 Penn after receipt of delivery instructions

484. Defendants MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou violated Minnesota landlord-tenant law at MINN STAT § 504B 178 when they, in bad faith, failed to return Mr. Langdon s security deposit after receipt of delivery instructions Mr. Langdon's deposit was paid with his FGA funds by the State of Minnesota directly to Sou Enterprises for Mr. Langdon's anticipated tenancy at 306 23rd Ave

FIFTH CAUSE OF ACTION

Claim of Randolph Williams for unlawful bad faith ouster in violation of [MINN. STAT. §§ 504B.225](#) and [504B.231](#).

485. Paragraphs 1 through 463 are incorporated and restated as if set forth fully herein.

486. Defendants MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Sou Vien violated Minnesota landlord-tenant law at [MINN. STAT. §§ 504B.225](#), [504B.231](#), when they unlawfully and in bad faith removed and excluded Mr. Williams from leased residential premises at 306 23rd Ave.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request that this Court grant them judgment against the Defendants and relief including, but not limited to, the following:

Declaratory relief

A. Declaratory Judgment pursuant to [MINN. STAT. § 555.01](#) that each of the above-captioned Defendants **financially exploited** Mr. Langdon and Mr. Simmons, vulnerable adults, in violation of the Vulnerable Adult Act by:

- i. Willfully withholding their funds in violation of [MINN. STAT. § 626.5572, Subd. 9\(b\)\(1\)](#); and
- ii. Acquiring possession or control of their funds through undue influence, deception, or fraud in violation of [MINN. STAT. § 626.5572, Subd. 9\(b\)\(3\)](#);

B. Declaratory Judgment pursuant to [MINN. STAT. § 555.01](#) that Defendants MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou and .Vien Sou **financially exploited** Mr. Williams, a vulnerable adult, in violation of the Vulnerable Adult Act by:

- i. Willfully withholding Mr Williams' funds and willfully withholding and disposing of his personal property in violation of MINN STAT § 626 5572, Subd 9(b)(1), and
- ii. Acquiring possession or control of Mr Williams' funds and property through undue influence of deception in violation of MINN STAT § 626 5572, Subd 9(b)(3),

C. Declaratory Judgment pursuant to MINN STAT § 555 01 that Defendants MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC **financially exploited** Ms Lyle, a vulnerable adult, in violation of the Vulnerable Adult Act by

- i. Willfully withholding her funds in violation of Minn Stat § 626 5572, Subd 9(b)(1), and
 - ii. Acquiring possession or control of her funds through undue influence, deception, or fraud in violation of MINN STAT § 626 5572, Subd 9(b)(3),
- D Declaratory Judgment pursuant to [28 U S C § 2201](#) and [42 U S C § 3613](#) that each of the above-captioned Defendants discriminated against disabled persons in violation of [42 U S C § 3604\(b\)](#) by targeting people with disabilities with grossly unfavorable unfair and predatory rental terms and conditions

Injunctive relief

E. Pursuant to [42 U S C § 3616\(c\)](#), an order enjoining Defendants, their agents, and employees from violating [42 U S C § 3604\(b\)](#) and ordering Defendants to take action to remedy then past discriminatory conduct including but not limited to

- i. Enjoining Defendants from engaging in conduct that violates [42 U S C § 3604](#),
- ii. Ordering Defendants Ministry of Criminal Justice Supportive Housing Services LLC, Kolleen Kaye Boyd, and Sidney Lasalle Bruce, Jr to have no contact with tenants and to appoint a third-party management company approved by Plaintiffs' counsel to manage rental property,
- iii. Enjoining Defendants from using the terms “supportive service(s),” “housing service(s),” “supportive housing,” “housing with service(s),” or “supportive housing service(s),” in the rental of housing where the rental housing offered is not registered as a “housing with services establishment” under MINN STAT CH 144D or as a lodging with supportive services establishment under MINN STAT CH 157,

iv. Enjoining Defendants from operating a lodging establishment in the City of Minneapolis without a lodging license from the City of Minneapolis, or a health care license through the Minnesota Department of Health as required by Minneapolis Ordinance § 244 1045,

v. Ordering Defendants to disclose, in writing, prior to commencement of any lease or tenancy the complete terms and conditions of the lease of tenancy, including but not limited to the cost of rental, a list of any services provided and the name and address of the agency, organization, entity, or individual providing those services, a list of any furnishing or household goods to be provided all community guest of other policies that the tenant is required to abide by, the landlord's and licensor's covenants under MINN STAT § 504B 161, and a list of agencies and organizations, approved by Plaintiffs' attorneys, a tenant may contact for advice if the tenant believes the landlord is not complying with the requirements of MINN STAT § 504B 161,

vi. Ordering Defendants to disclose, in writing, prior to commencement of any lease of tenancy the name and street address of the property owner, the name and address of any agent authorized by the owner to manage the premises, a list of all licenses held for the premises through local units of government where the premises are located and through the Minnesota Department of Human Services and Minnesota Department of Health, along with information on how to make a complaint to any licensing entity if the tenant believes Defendants are not complying with the requirements of its licenses for the premises or services provided at the premises,

vii. Ordering Defendants to affirmatively state, in writing, prior to commencement of any lease or tenancy that the premises, and any individual or entity providing services to occupants of the premises as part of a lease or tenancy, currently have, and will maintain, all licensures required by State law and local units of government for the premises or any services provided to occupants as part of a lease and tenancy,

viii. Ordering Defendants, and each of Defendants' agents and employees, to attend a yearly Fair Housing training for a period of five years with a naming provider approved by Plaintiff's counsel

ix. Such other injunctive relief as the Court deems just and appropriate,

Monetary Relief

Monetary relief for Plaintiff Bryant Langdon

F. Award Mr Langdon statutory damages of \$10,000 and reasonable attorneys' fees and costs under MINN STAT § 626 557, Subd 20, for the above-captioned Defendants' **financial exploitation** of Mr Langdon,

G. Award Mr Langdon actual damages in the amount of \$889 for Defendant MCJ Services, Boyd, Bruce, Truong, Tindall, Ngo and J & M Homes LLC's violations, in relation to Mr Langdon's tenancy at 3611 Penn, of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys' fees pursuant to [42 U S.C § 3613\(d\)\(2\)](#),

H. Award Mr Langdon actual damages in the amount of \$400 for Defendant MCJ

Services, Boyd, and Bruce's violations, in relation to Mr Langdon's tenancy at 3422 Fremont, of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys' fees pursuant to [42 U S C § 3613\(d\)\(2\)](#),

I. Award Mr Langdon damages in the amount of \$790 for Defendant MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC's violations of the covenants of habitability by failing to maintain the premises at 3611 Penn as required by [MINN STAT § 504B.161](#),

J. Award Mr Langdon damages in the amount of \$400 for Defendant MCJ Services, Boyd, and Bruce's violations of the covenants of habitability by failing to maintain the premises at 3422 Fremont as required by MINN STAT § 504B 161,

K. Award Mr Langdon damages in the amount of \$698, plus statutory interest provided for by MINN STAT § 504B 178, Subd 2, for Defendant MCJ Services, Boyd, Bruce, Truong, Tindall, Ngo, and J & M Homes LLC's bad faith retention of Mr Langdon's security deposit for 3611 Penn in violation of MINN STAT § 504B 178,

L. Award Mr Langdon damages in the amount of \$1,490, plus statutory interest provided for by MINN STAT § 504B 178, Subd 2, for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's bad faith retention of Mr Langdon's security deposit for 306 23rd Ave in violation of MINN STAT § 504B 178,

M. Such other relief as the Court finds just and appropriate,

Monetary relief for Plaintiff Chanika Lyle

N. Award Ms Lyle statutory damages of \$10,000 and reasonable attorneys' fees and costs under MINN STAT § 626 557, Subd 20, for Defendant MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC's **financial exploitation** of Ms Lyle,

O. Award Ms Lyle actual damages in the amount of \$495 for Defendant MCJ Services, Boyd, and Bruce's violations, in relation to Ms Lyle's tenancy at 1021 Morgan, of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys' fees pursuant to [42 U S C § 3613\(d\)\(2\)](#),

P. Award Ms Lyle actual damages in the amount of \$1 785 for Defendant MCJ Services, Boyd, Bruce, Truong, Tindall, Ngo, and J & M Homes LLC's violations, in relation to Ms Lyle's tenancy at 612 Newton, of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys' fees pursuant to [42 U S C § 3613\(d\)\(2\)](#),

Q. Award Ms Lyle damages in the amount of \$1 390 for Defendant MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC's violations of the covenants of habitability by failing to maintain the premises at 612 Newton as required by MINN STAT § 504B 161,

R. Award Ms Lyle damages in the amount of \$495 for Defendant MCJ Services, Boyd, and Bruce's violations of the covenants of habitability by failing to maintain the premises at 1021 Morgan as required by MINN STAT § 504B 161,

S. Award Ms Lyle damages in the amount of \$1,290, plus statutory interest provided for by MINN STAT § 504B 178, Subd 2, for Defendant MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC's bad faith retention of Ms Lyle's security deposit in violation of MINN STAT § 504B 178,

T. Such other relief as the Court finds just and appropriate,

Monetary relief for Plaintiff James Simmons

U. Award Mr Simmons statutory damages of \$10,000 and reasonable attorneys' fees and costs under MINN STAT § 626 557, Subd 20, for the above-captioned Defendants' **financial exploitation** of Mr Simmons,

V. Award Mr Simmons actual damages in the amount of \$975 for Defendant MCJ Services, Boyd, Bruce, Truong, Tindall, Ngo, and J & M Homes LLC's violations, in relation to Mr Simmons tenancy at 612 Newton, of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys fees pursuant to [42 U S C § 3613\(d\)\(2\)](#)

W. Award Mr Simmons actual damages in the amount of \$1,150 for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's LLC's violations, in relation to Mr Simmons tenancy at 306 23rd Ave , of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys lees pursuant to [42 U S C § 3613\(d\)\(2\)](#)

X. Award Mr Simmons damages in the amount of \$1,150 for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's violations of the covenants of habitability by failing to maintain the premises at 306 23rd Ave as required by MINN STAT § 504B 161,

Y. Award Mr Simmons damages in the amount of \$425 for Defendant MCJ Services, Boyd, Bruce, Tindall Truong Ngo, and J & M Homes LLC s violations of the covenants of habitability by failing to maintain the premises at 612 Newton as required by MINN STAT § 504B 161,

Z. Award Mr Simmons damages in the amount of \$1,600, plus statutory interest provided for by MINN STAT § 504B 178, Subd 2, for Defendant MCJ Services, Boyd, Bruce, Tindall, Truong, Ngo, and J & M Homes LLC's bad faith retention of Mr Simmons' security deposit in violation of MINN STAT. § 504B 178,

AA. Such other relief as the Court finds just and appropriate,

Monetary relief for Plaintiff Randolph Williams

BB. Award Mr Williams statutory damages of \$10,000 and reasonable attorneys' fees and costs under MINN STAT § 626 557, Subd 20 for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's **financial exploitation** of Mr Williams,

CC. Award Mr Williams actual damages in the amount of \$1 352 for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's violations of [42 U S C § 3604\(b\)](#), along with reasonable costs and attorneys' fees pursuant to [42 U S C § 3613\(d\)\(2\)](#),

DD. Award Mr Williams damages in the amount of \$300 for Defendant MCJ Services Boyd Bruce Nguyen Sy Chit Sou and Vien Sou s violations of the covenants of habitability by failing to maintain the premises at 306 23rd Ave as required by MINN STAT § 504B 161,

EE. Award Mr Williams damages in an amount in excess of \$1,300, plus statutory interest provided for by MINN STAT § 504B 178, Subd 2, for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's bad faith retention of Mr Williams' security deposit in violation of MINN STAT § 504B 178,

FF. Award Mr Williams treble damages in the amount of \$1,956 and reasonable attorneys' fees under MINN STAT § 504B 231 for Defendant MCJ Services, Boyd, Bruce, Nguyen, Sy Chit Sou, and Vien Sou's unlawful exclusion of Mr Williams,

GG. Such other relief as the Court finds just and appropriate,

Costs Provided by Statute

HH. Award Plaintiffs \$250 in statutory costs under MINN STAT § 333 06 for Defendant Ministry of Criminal Justice Supportive Housing Services LLC's failure to comply with Secretary of State trade name registration statutes,

II. Award Plaintiffs \$250 in statutory costs under MINN STAT § 333 06 for Defendant Sy Chit Sou and Vien Sou's failure to comply with Secretary of State trade name registration statutes,

JJ. Award Plaintiffs statutory costs of \$205 50 under MINN StAT § 549 02

KK. Award Plaintiffs costs and disbursements under MINN. STAT § 549 04, and

LL. Pursuant to MINN STAT § 563 01, Subd 10, order Defendants to pay the Court Administrator for any costs deferred and expenses directed by the Court to be paid if Plaintiffs' proceed *in forma pauperts* status

Dated October 30, 2014

MID-MINNESOTA LEGAL AID

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ATTORNEYS FOR PLAINTIFFS

ACKNOWLEDGMENT REQUIRED BY MINN. STAT. S 549.211

The undersigned hereby acknowledges that pursuant to Minn Stat § 549 211, costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court

/s/ *Lindsey Hanson*

Lindsey K Hanson

Appendix not available.

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